IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.516 OF 2006

IN

SUMMARY SUIT NO.1976 OF 2006

UCO Bank. ...Plaintiff.

vs.

1.M/s.Computech System &ors. ...Defendants.

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Mrs.M.R.Patel, for Plaintiff.

Mr.S.B.Sharma, for Defendant no.3.

**CORAM: D.K.DESHMUKH,J.**

**DATED: 13th February, 2007.**

**P.C.**:-

1. This summons for judgment is taken out by the plaintiff against the defendant no.3. The case of the plaintiff-bank is that loan was initially taken by the defendant no.2 who was the proprietor of a concern by name M/s.Computech System. After taking loan, the defendant no.2 entered into a partnership with defendant no.3 and they started business under the same name i.e. M/s.Computech

System which is a partnership firm. After the partnership was entered into, on 9.2.2005 a letter was addressed jointly by defendant nos.2 and 3 to the bank stating that the liability to the bank is taken over by the partnership firm. Thereafter, several documents were signed by both the parties. The bank has filed this suit for recovery of the amount that remained unpaid. The defence of the defendant no.3 is that he has signed the documents which were in English. He does not know English. According to him, his signature was obtained on blank papers by the bank. However, there is no explanation given by defendant no.3 as to if he did not know English, why did he sign the document which was in English. There is also no explanation givne as to why he signed the blank documents. It is his case that he did not take any loan. Even, it is not the case of the bank that when the defendant no.3 signed the papers at that time any amount was given. It is the case of the bank that the loan was already given. If the loan was already given, there is no question of defendant no.3 being under any compulsion to sign the blank papers. It is incapable of being believe that for an amount of few thousand a nationalised bank will create false documents. It is apparent that the liability was incurred by the defendant no.3 on behalf of the firm and now because he is not in a position to pay back he is giving excuses which have falsehood at their foundation. The defence put up by the defendant no.3 is contrary to the normal conduct of the ordinary prudent man and therefore, it is incapable of

being believe.

2. As the defence put up by the defendant no.3 has no substance, he is not entitled to any leave to defend. As the defendant no.3 is not entitled to leave to defend, the plaintiff is entitled to judgment. The summons for judgment is granted. Suit of the plaintiff is decreed in terms of prayer clause (i) and (ii) in favour of the plaintiff and against the defendant no.3.

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